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Attorneys for Federal Defendants

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

JANE DOE and MARY ROE,
 Plaintiffs,
 v.
 GENERAL MICHAEL W. HAGEE,
 Commandant of the U.S. Marine Corps,
 THE U.S. MARINE CORPS, DONALD C.
 WINTER, Secretary of the Navy, THE U.S.
 NAVY, BRIAN FUKUSHIMA, JOSEPH
 DUNZWEILER, and DOES 1-10,
 Defendants.

No. C 06-01777 MHP
E-FILING CASE

**STIPULATION FOR COMPROMISE
 SETTLEMENT AND RELEASE OF
 CLAIMS AND ~~PROPOSED~~ ORDER**

IT IS HEREBY STIPULATED by and between the undersigned parties and their attorneys, that this action be settled and compromised, as follows:

1. Federal Defendants the United States of America, General Michael W. Hagee, Commandant of the U.S. Marine Corps, the U.S. Marine Corps, Donald C. Winter, Secretary of the Navy, and the U.S. Navy (collectively the "Settling Defendants") shall pay to Plaintiffs Jane Doe and Mary Roe and their attorneys, Barry Vogel and Michael Sorgen, the collective sum of \$200,000.00 (two hundred thousand dollars and no cents). Payment shall be made by check made payable to Michael Sorgen, Esq., in trust for plaintiffs Jane Doe and Mary Roe.

2. The Settling Defendants shall also do the following:

a. Provide plaintiffs Jane Doe and Mary Roe with access to a female recruiter, if they desire one.

b. With respect to Recruiting Station San Francisco, all recruiting locations shall post a notice in at least the following fonts: typeface 72 for headline notice provisions and typeface 32 for text. The notice will contain the following provisions:

1. If any person feels that she or he has been the victim of sexual harassment or unwanted sexual advances, she or he should contact the local uniformed Victim's Advocate, whose contact information shall be listed, and that all information provided to the uniformed Victim's Advocate shall be kept in the strictest confidence.

2. If any female potential recruit or recruit desires to speak with a female recruiter, she may do so and the contact information for a female recruiter shall be provided upon request.

c. Any overnights within the jurisdiction of Recruiting Station San Francisco shall comply with District Bulletin No. 1130.1, part 3(b)(1) (a), (b), and (c) (attached hereto as Exhibit A and incorporated herein by reference), and shall be approved, at a minimum, by the Commanding Officer of Recruiting Station San Francisco.

d. With respect to controlled substances, all recruiters shall comply with the Uniform Code of Military Justice.

3. The Settling Defendants' performance of paragraphs 1 and 2 above is in full and final settlement and satisfaction of any and all claims and demands which Plaintiffs JANE DOE and MARY ROE have or may hereafter acquire against the Settling Defendants herein, or any of their departments, agents, servants, employees or attorneys, arising from the events described in Plaintiffs' pleadings in this action.

1 4. Plaintiffs' complaint against the Settling Defendants in this action shall be
2 dismissed with prejudice. In consideration of the terms enumerated herein and above in
3 paragraphs 1 and 2, Plaintiffs JANE DOE and MARY ROE agree that, within five days from
4 notification by the US Attorney's Office that the settlement amount is available, Plaintiffs'
5 counsel will execute and forward to Assistant United States Attorney Owen P. Martikan for
6 execution and filing with the court a stipulation for dismissal with prejudice in a form mutually
7 agreeable to the parties. AUSA Martikan will execute and file the stipulation of dismissal within
8 five days of his receipt thereof. On the date that the dismissal is filed, the settlement amount
9 shall be delivered to Plaintiff's counsel.

10 5. Within 24 hours of the Court's entry of the proposed order accompanying this
11 stipulation, AUSA Martikan shall forward to the Department of Justice Judgment Fund a
12 Judgment Fund Transmittal requesting payment of the settlement amount set forth in paragraph
13 1, above.

14 6. Plaintiffs JANE DOE and MARY ROE will accept the payments described herein
15 in full settlement and satisfaction of any and all claims and demands which they, their successors
16 or assigns may now have or hereafter acquire against the Settling Defendants or any of their
17 departments, agents, servants, employees or attorneys, on account of the events described in
18 Plaintiffs' pleadings in this action.

19 7. Plaintiffs JANE DOE and MARY ROE agree to indemnify the Settling
20 Defendants for any and all liens, known or unknown, lodged against the settlement agreement in
21 this action.

22 8. Plaintiffs JANE DOE and MARY ROE do hereby release and forever discharge
23 the Settling Defendants and any and all of their past and present officials, employees, agents,
24 attorneys, their successors and assigns, from any and all obligations, damages, liabilities, actions,
25 causes of actions, claims and demands or any kind and nature whatsoever, whether suspected or
26 unsuspected, at law or in equity, known or unknown, arising out of the allegations set forth in
27 Plaintiffs' pleadings in this action.

1 9. California Civil Code Section 1542 provides as follows:

2 A general release does not extend to claims which the creditor
3 does not know or suspect to exist in his favor at the time of
4 executing the release, which if known by him must have materially
5 affected his settlement with the debtor.

6 Plaintiffs JANE DOE and MARY ROE have been apprised of the statutory language of Civil
7 Code Section 1542 by their attorneys, and fully understanding the same, nevertheless elect to
8 waive the benefits of any and all rights they may have pursuant to the provision of that statute
9 and any similar provision of federal law. Plaintiffs JANE DOE and MARY ROE understand
10 that, if the facts concerning their injuries and the liability of the Settling Defendants for damages
11 pertaining thereto are found hereinafter to be other than or different from the facts now believed
12 by them to be true, this Agreement shall be and remain effective notwithstanding such material
13 difference.

14 10. This Agreement may be pled and will serve as a full and complete defense to any
15 subsequent action or other proceeding involving any person or party which arises out of the
16 claims released and discharged by the Agreement.

17 11. Attorneys' fees and all costs shall be paid from, and not in addition to, the
18 payments described in paragraph 1, above. The settlement payment is made for the purpose of
19 compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and
20 risks of further litigation of the plaintiffs' claims.

21 12. This is a compromise settlement of a disputed claim and demand, which
22 settlement does not constitute an admission of liability or fault on the part of the Settling
23 Defendants, or any of their agents, servants, employees or attorneys, on account of the events
24 described in Plaintiffs' complaint in this action.

25 13. This instrument shall constitute the entire agreement between the parties, and it is
26 expressly understood and agreed that the Agreement has been freely and voluntarily entered into
27 by the parties hereto with the advice of counsel, who have explained the legal effect of this
28 Agreement. The parties further acknowledge that no warranties or representations have been
29 made on any subject other than as set forth in this Agreement. This Agreement may not be

1 altered, modified or otherwise changed in any respect except by writing, duly executed by all of
2 the parties or their authorized representatives.

3 IT IS SO STIPULATED.

4 **For Plaintiffs Jane Doe and Mary Roe.**

LAW OFFICES OF BARRY VOGEL

/s/

7 DATED: 6/6/07

By:

8 BARRY VOGEL, ESQ.
Attorney for Plaintiffs

LAW OFFICES OF MICHAEL SORGEN

/s/

10 DATED: 6/6/07

By:

11 MICHAEL SORGEN, ESQ.
Attorney for Plaintiffs

12 **For the Settling Defendants.**

13 SCOTT N. SCHOOLS
14 United States Attorney

/s/

15 DATED: 6/6/07

By:

16 OWEN P. MARTIKAN
17 Assistant United States Attorney
Attorneys for Federal Defendants

20 **~~PROPOSED~~ ORDER**

21 Pursuant to stipulation, IT IS SO ORDERED.

22 DATED: June 7, 2007

